

Schedule A Products and Services

Schedule B Terms and Conditions

Softworks Limited (T/A SEAtS Software) (hereafter SEAtS) Cloud Software as a Service Terms and Conditions

1 DEFINITIONS AND INTERPRETATION

In this Agreement, the following words shall have the following meanings:

Access Codes: the user name, password and other identifying details by which the Customer's authorised Users and Administrators access the System.

Administrative Access: the aspects of the System that is accessible by Customer's System Administrator(s), as described in the administrator's user manual.

Annual System Licence Fees: the fees payable by Customer to SEAtS annually in advance for the ongoing provision of the System Licence, plus User Access for the Maximum Number of Users, together with Software Maintenance, Application Hosting and Technical Support.

Application Hosting: means the part of the Service that is the preferred method of delivery of the System, where the application is delivered from servers alongside hosted applications for other clients using the full segregation features of the operating system and server software to isolate the applications and data used by different clients.

Authorised Administrator: means each person to whom Administrative Access to the Service is granted on behalf of the Customer.

Bespoke Development: means amendments or additions to the System's standard functionality to meet any Customer specific operational Requirements, which cannot be achieved by Configuration. Requirements for Bespoke Development will have been noted in the Statement of Requirements.

Business Day: any day other than a Saturday, Sunday or English bank holiday.

Confidential Information: any information of a confidential nature (including trade secrets and information of commercial value) belonging to a party unless the information is public knowledge or already known to the other party at the time of disclosure or subsequently becomes public knowledge other than by breach of this Agreement or subsequently comes lawfully into the possession of the other party from a third party.

Configuration: means preparation of the standard System software in accordance with the Implementation and Configuration Document, this normally limited to the amendment of editable fields to reflect the customers operational terminology and specifically excludes the addition of existing functionality or the amendment of existing functionality, (see Bespoke Development).

Customer: the customer identified in the Scoping Document.

Data: means all information relating to System Administrators and Users that is stored by SEAtS as part of the Service from time to time.

DPA: means the Data Protection Act 1998.

Fees: the fees payable by Customer to SEAtS under this Agreement.

Implementation and Configuration Document: means a document prepared by SEAtS in consultation with the Customer (as soon as practically possible following the execution of this Agreement) that provides a comprehensive record of the agreed functionality of the System and details the Customers Configuration requirements. The Implementation and Configuration Document will also detail any additional features or functionality requested by the Customer that is additional to or at variance with the features and functionality detailed in the Statement of Requirements. The Implementation and Configuration Document must be signed by the Customer's authorised person before SEAtS will proceed with the Implementation of the System.

Implementation: means delivery of the standard System software in accordance with the Implementation and Configuration Document, this is normally limited to the provision to the Customer of Prototype and Test System, (or Test System only) project management and related technical services.

Intellectual Property Rights: means all patents, trademarks, registered designs (and any applications for any of the foregoing), copyright (including rights in software, whether object code and source code), database right, unregistered design right, rights in and to trade names, business names, domain names, product names and logos, databases, inventions, discoveries, know-how and any other intellectual or industrial property rights in each and every part of the world together with all applications, renewals, revisions and extensions.

Initial Term: upon signature by the Parties, plus 3 (THREE) years from the System Release Date.

Liability: means any and all liability of SEAtS in contract, tort (including, without limitation, negligence) or otherwise whether arising out of, in connection with or in relation to

the System or the supply or non-supply of the System or otherwise under or in connection with this Agreement.

Licence Release Date (Renewal Date): The date on which a unique licence for the software is released for the client for the commencement of development work, training or pilot use.

Maintenance Release: means a release of the System which corrects faults, improves existing functionality or otherwise amends or updates the System but which does not constitute an Update or an Upgrade new version. The operation of a Maintenance Release requires the Customer to already possess an existing licensed version of the System. A Maintenance Release is normally denoted by an increase in the last digit(s) to the right of the Version Number denoting the software e.g., 3.1.X.

Month: the calendar month beginning on the date of this Agreement and then each successive calendar month.

SEAtS: Softworks Limited (company number 136404 registered in Ireland).

Quarter: each period of three complete calendar months commencing on the System Release Date.

Scoping Document: the engagement letter, service description, purchase order or other agreed document setting out details of the Service.

Service: means collectively the provision of Application Hosting, Software Maintenance and Technical Support as described in the Scoping Document.

Service Fees: the fees levied annually due at the anniversary of the Licence Release Date for the provision of the Service, as specified in the Scoping Document.

System Release Date: the date that the System is provided to Customer as a live solution for commercial purposes, whether or not Customer elects from this date to release the System for its envisaged use.

Software Maintenance: means the part of the Service that is collectively, the provision of Maintenance Releases, and Updates, but excludes Upgrades.

System: the web-based training management software and administration system operated by SEAtS, including Administrative Access and User Access.

Statement of Requirements: means a detailed written description of the proposed System, as set out in the Scoping Document or other documents referenced in the Scoping Document. The Statement of Requirements is the basis for the Fees specified in this Agreement, but it is not a Functional Specification.

System Administrator: the authorised employees or officers of Customer or authorised administrative users as specified by the Customer.

Technical Support: means part of the Service further described in the Scoping Document which is to be provided by SEAtS to the Customer.

Test System: means a post-prototype version of the System (sometimes referred to as Beta System) prepared by SEAtS developed in accordance with the Final Implementation and Configuration Document provided to the Customer for testing and for functionality review purposes.

Update: means a release of the System which improves existing functionality or otherwise amends or updates the System but does not constitute a Maintenance Release or Upgrade. The operation of an Update requires the Customer to already possess an existing licensed version of the System. This is normally denoted by an increase in the digit(s) to the right of the Upgrade (new version number)

and to the left of the Maintenance Release number e.g., 3.X.1.

Upgrade: means a new version of the System which adds new functionality and is offered publicly or to any existing licensee of the System where the operation of the version does not require the purchaser to possess already an existing or earlier version of the Software This is normally denoted by a new version.number which is increase in the digit(s) to the left of the Update Release Number denoting the software e.g., X.1.1.

Users: means an approved user of the System from time to time, usually employees of the Customer.

User Access: the password controlled aspects of the Service that are only accessible by Users, as described in the Statement of Requirements.

Year: means each period of twelve Months commencing on the System Release Date.

1.2 References to clauses are to the clauses of this Agreement.

1.3 Headings are for convenience only and shall be ignored in interpreting this Agreement.

2 APPOINTMENT

In consideration of Customer agreeing to pay SEAtS the Fees, SEAtS agrees to provide the System and Service to Customer, subject to and on the terms of the Agreement.

3 ADMINISTRATIVE ACCESS

3.1 Subject to the following provisions of this clause 3, SEAtS shall provide Administrative Access to each System Administrator.

3.2 All System Administrators must be employees or officers of Customer or authorised administrative users as specified by the Customer and agreed with SEAtS.

3.3 If any System Administrator ceases to be an employee or officer of the Customer or Customer wishes any employee or officer to cease to be an Authorised User, then Customer must notify SEAtS of this immediately.

3.4 Each System Administrator shall only be granted Administrative Access upon that System Administrator agreeing to be bound by the terms of the Security and Acceptable Use Policy.

3.5 Customer is responsible for any breach of this Agreement or of the Acceptable Use Policy, or any other misuse of the Service, by any person accessing the System using any Access Codes allocated to Customer or its System Administrators.

4 USER ACCESS

4.1 Subject to clauses 3 and 4.2 SEAtS shall provide User Access to all Customers who wish to make use of the System upon approval by Customer.

4.2 Each user shall only be granted access upon that user agreeing to be bound by the applicable terms of the Security and Acceptable Use Policy.

4.3 Customer shall use the System only for its intended purpose and only by means of the online interactive user interface made available by SEAtS.

4.4 Without limitation to clause 4.3, Customer shall not:

4.4.1 attempt to copy, modify, duplicate, reverse engineer, create derivative works from, frame, mirror, republish,

download, display, transmit, or distribute all or any portion of the System in any form or media or by any means;

4.4.2 Attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the System;

4.4.3 Access (or enable any other person to access) all or any part of the System for any purposes connected with the development (or proposed or attempted development) of any software or systems with substantially the same purpose or functionality as any part of the Software;

4.4.4 Create a functional specification of the System or of any part of the System;

4.4.5 Use the System to provide services to third parties;

4.4.6 Extract any information made available by means of the System for use, processing or display by means of any other software or systems; or

4.4.7 License, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the System available to any third party except Customer's Members.

5 FEES

5.1 Customer shall pay SEAtS the Fees set out in the Scoping Document.

5.2 Fees from third-party providers, commissioned by the Customer or SEAtS to provide services that enable or enhance the System will be the responsibility of the commissioning party unless otherwise agreed in advance and in writing between SEAtS and the Customer.

5.3 SEAtS may increase with 30 days' advance written notice the second and any subsequent years' Annual Service Fees as

set out in the Scoping Document to reflect the costs of providing the Service where the System has subsequent to the Licence Release Date at Customer's request been (i) modified at Customer's request by SEAtS to provide additional functionality and, or (ii) at Customer's request been made available to a larger number of users than the Maximum Number of Users originally licensed as set out in the accompanying Scoping Document and, or (iii) SEAtS has created custom code to connect with third party systems.

5.4 Where the System has been modified at Customer's request by SEAtS to provide additional functionality over and above the functionality provided for the initial Licence releases such annual increases to the Annual Service Fees will not exceed 30% of the aggregate costs charged to the Customer for the development of such additional functionality.

5.5 Where modifications to the System or any additional User licences as envisaged by (i) and (ii) above are released to the Customer within the 30 days' advance notice period as prescribed at clause 5.3 above the increased Annual Service Fees will be aggregated fully into the Bespoke Development fees or additional User licence Fees.

5.6 Where the System has been modified at Customer's request by SEAtS to provide connectivity to third party software such annual increases to the Annual Service Fees will be 25% of the aggregate costs charged to the Customer for the development of such connectivity. These additional fees will take effect from the date the connectivity is released and will be calculated proportionally for part years and fully for subsequent years.

5.7 SEAtS may further increase with 30 days' advance written notice the Annual Service Fees set out in the Scoping Document by notice in writing given to Customer prior to the start of that Year. Any such increase shall not exceed (in percentage terms) the average of the monthly percentage increase in the All Items Retail Prices Index, excluding Mortgage Interest Payments (RPIX) published by the Office of National Statistics since the previous increase (or, where there has been no previous increase, since the Licence Release Date).

6 GENERAL PAYMENT PROVISIONS

6.1 Within 20 Business Days of the execution of this Agreement the Customer shall pay the Fees as specified in the Scoping Document in relation to the full first year fee.

6.2 Annual System and Maximum User Licence Fees will be charged and payable as follows:

6.2.1 Year 1: included with the Total Year 1 System Costs;

6.2.2 Any Additional Annual User Fees: in accordance with the Scoping Document;

6.2.3 Archived User Fees: annually in arrears, for the number of Archived Users at the end of the preceding Year; and

6.2.4 Additional Annual User Fees: Quarterly in arrears, as calculated in accordance with the agreed rate in the Scoping Document.

6.3 All sums payable under this Agreement are exclusive of VAT which shall be payable at the same time as the sum to which it relates.

6.4 SEAtS reserves the right to either, curtail development, decline to release the System or withdraw the System if any of the amounts detailed at Clauses 6.1, 6.2 and 6.3 above and, or any other fees properly levied on the Customer in accordance with this Agreement are not paid to SEAtS within 20 Business Days of such fees becoming due.

7 SERVICE STANDARDS AND WARRANTIES

7.1 SEAtS warrant that:

7.1.1 It will provide the Service with care and skill; including routinely scanning the service for viruses in accordance with the Technical Support provisions of the Scoping Document;

7.1.2 it will ensure that the Service is available at all times seven days a week, in accordance with the Technical Support provisions of the Scoping Document and subject to Clauses 7.1.3, 7.1.4 and 7.2;

7.1.3 It will use reasonable care to avoid unnecessary periods of unavailability save for periods of routine maintenance which will be restricted to within the hours of 22:00:00 and 09:00;

7.1.4 that where SEAtS requires to effect other planned maintenance work to the System, for example an Update to the System and for operational reasons this work needs to be executed during hours other than those specified at Clause 7.1.3 above, SEAtS will advise the Customer in writing of this requirement with no less than five Business Days' notice specifying the date, time and expected duration of the planned maintenance, approval of which will not unreasonably be withheld by the Customer.

7.2 Without limitation to clause 7.3:

7.2.1 Customer acknowledges that it has assessed for itself the suitability of the System and Service for its requirements and that the Statement of Requirements represents as far

as is reasonably possible a full and accurate representation of its requirements from the System and Service; and
7.2.2 SEAtS take no responsibility for any Internet response rates or availability that may affect access to the Service, or for any other problems arising directly or indirectly from the limitations, delays, delivery failures and other problems inherent in the use of the Internet.

7.3 The warranties and conditions stated in this Agreement are in place of all other warranties, conditions or other terms, whether express or implied, statutory or otherwise, all of which are expressly excluded, including, without limitation, any implied warranties or conditions as to satisfactory quality, fitness for a particular purpose or as to the use of reasonable skill and care.

8 LIMITATIONS OF LIABILITY, WARRANTIES AND INDEMNITIES

8.1 SEAtS and the Customer each represents and warrants to the other that:

8.1.1 It is duly organised and validly existing under the laws of England and is authorised to enter into this Agreement and perform its obligations hereunder;

8.1.2 The person signing this Agreement on its behalf is duly authorised;

8.1.3 neither the execution of this Agreement by it or performance by it of their terms hereof violate or will violate any Agreement or laws by which it is or may be affected and this Agreement is enforceable against it in accordance with its terms;

8.1.4 Any information supplied to the other is free of any third party rights, and indemnifies the other party, who received that information, against all or any claims that may arise from the use of the supplied content;

8.2 Nothing in this Agreement shall limit SEAtS' liability for:

8.2.1 Personal injury or death caused by its negligence; or

8.2.2 Fraudulent misrepresentation.

8.3 Subject to clause 8.2:

8.3.1 SEAtS' Liability for loss or damage to any tangible property caused by the negligence of its employees shall be limited to a maximum amount of £5,000,000 per event or series of connected events;

8.3.2 SEAtS shall have no Liability for loss of revenue; loss of actual or anticipated profits (including for loss of profits on contracts); loss of the use of money; loss of anticipated savings; loss of business; loss of opportunity; loss of goodwill; loss of reputation; loss of, damage to or corruption of data (whether such losses or damage were foreseen, foreseeable, known or otherwise);

8.3.3 Neither party shall have any Liability for any indirect or consequential loss or damage howsoever caused; and

8.3.4 Each party's Liability in respect of all claims arising during each Year will be limited to the total Fees payable by the Customer to SEAtS in respect of that Year.

8.4 For the purposes of clause 8.3.4, the first Year begins on the date of this agreement and continues for three years from the System Release Date.

9 TERMINATION

9.1 This Agreement shall come into effect on the date of this Agreement and shall remain in force until terminated by either party giving the other not less than three months' notice in writing, such notice to expire not earlier than the last day of the Initial Term or once the Initial Term has been

completed such notice to expire not earlier than the last date of each successive period.

9.2 This Agreement will be extended for further successive periods of 12 months commencing at the expiry of the Initial Term unless notice is received four months prior to the successive period.

9.3 Either party may give notice in writing to the other terminating this Agreement with immediate effect if:

9.3.1 The other party commits any material breach of any of the terms of this Agreement and (if such a breach is Remediable) fails to remedy that breach within 30 days of that party being notified of the breach; or

9.3.2 if an order is made or a resolution is passed for the winding up of the other party or if an order is made for the appointment of an administrator to manage the affairs, business and property of the other party or if a receiver is appointed of any of the other party's assets or undertakings or if circumstances arise which entitle the Court or a creditor to appoint a receiver or manager or which entitle the Court to make a winding-up order or if the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

9.4 SEAtS will not withhold the transfer of licence to a different legal entity following a change of name or operating circumstances resulting from a take-over, merger or other reconstruction following such circumstances as envisaged by clause 9.3.2 or other reorganisation.

9.5 Customer will not withhold the transfer of the benefit of the Agreement to a different legal entity following a change of the operating circumstances of SEAtS resulting from a take-over, merger or other reorganisation; provided that following such a change in the operating circumstances of SEAtS none of the following circumstances exist which could represent an unacceptable risk to the Customer:

9.5.1 Change to key personnel at SEAtS whom the Customer reasonably believes are essential to the successful continuance of the Agreement, or

9.5.2 That following such a change in operating circumstances the Customer reasonably believes its rights as generally envisaged by the Agreement are or will be prejudiced

9.6 Notice under this clause 9 may not be validly given by email.

10 EFFECTS OF TERMINATION

10.1 Termination of this Agreement however caused shall be without prejudice to any rights or liabilities accrued at the date of termination.

10.2 The following provisions of this Agreement shall survive termination: 1, 8, 10, 11, 12, 13, 14, 15 and 16.

10.3 Upon termination of this Agreement (at any time for any reason):

10.3.1 SEAtS shall supply to Customer a copy of the Data in a standard database format and Customer shall acknowledge receipt of that Data promptly in writing; and
10.3.2 Upon that acknowledgement by Customer of receipt by Customer of the Data, SEAtS shall irrevocably delete all electronic copies of the Data.

10.4 Customer will make no attempt to decompile, reverse engineer or other way seek to copy or reproduce the System at any time before or after termination of this Agreement.

11 CONFIDENTIALITY

11.1 Each party agrees and undertakes that during the term of this Agreement and thereafter it will keep confidential and will not use for its own purposes nor without the prior written consent of the other party disclose to any third party any Confidential Information which may become known to that party from the other party.

11.2 To the extent necessary to implement the provisions of this Agreement each party may disclose Confidential Information of the other party to those of its employees as may be reasonably necessary or desirable provided that before any such disclosure each party shall make those employees aware of its obligations of confidentiality under this Agreement and shall at all times procure compliance by those employees with them.

12 DATA

12.1 The parties agree that in relation to all processing of Data carried out in terms of this Agreement, Customer is the data controller and SEAtS is the data processor (as those terms are defined in the DPA).

12.2 SEAtS acknowledges that any and all Data processed by SEAtS in terms of this Agreement belongs to Customer and that SEAtS has no right in or to Data other than to use it in accordance with the provisions of this Agreement.

12.3 SEAtS undertakes that it will act only on the instructions of the Customer in relation to the processing of any Data and that it will only use the Data for the purposes of providing and administering the Service in accordance with this Agreement.

12.4 If SEAtS receives any complaint, notice or communication which relates directly or indirectly to the Processing of Data it shall immediately notify Customer and it shall provide Customer with full co-operation and assistance in relation to any such complaint, notice or communication.

12.5 SEAtS shall promptly inform Customer if any Data is lost or destroyed or becomes damaged, corrupted or unusable. SEAtS will restore such Data at its own expense.

12.6 SEAtS warrants, undertakes and represents to the Customer that in Processing the Data:

12.6.1 It will keep the Data confidential;

12.6.2 It is complying and will comply with the terms of the DPA as though it itself was the Data Controller;

12.6.3 that it will have appropriate operational, technical and organisational measures in place at all times to safeguard against any unauthorised access, loss, destruction, theft, use, damage or disclosure of the Data;

12.6.4 It will otherwise comply with the obligations relating to the technical and organisational security of personal data imposed by the Seventh data protection principle of the DPA; and

12.6.5 It will not transfer any of the Data to a country outside the European Economic Area.

12.7 In particular SEAtS will ensure that it has in place:

12.7.1 Physical security by means of locked and access restricted storage facilities of the database server;

12.7.2 Connectivity security by means of firewalls for both hardware and software, preventing any unauthorised connection to SEAtS from outside the building; and

12.7.3 Database security by means of encrypted login names and passwords preventing unauthorised login.

12.8 Subject to the terms of this Clause 12, Customer agrees to comply with the obligations as to instructions for

the processing of personal data which are imposed on data processors by the Data Protection Act 1998.

13 NOTICES

13.1 Any notice or other communication given under this Agreement shall be in writing and shall be served by one of the following methods:

13.1.1 Delivering it personally;

13.1.2 Sending it by registered first-class post;

13.1.3 By fax; or

13.1.4 Subject to clause 13.5, by email; or to the address and for the attention of the relevant party set out in the Scoping Document (or as otherwise notified by that party to the other party from time to time).

13.2 Subject to clause 13.3, any such notice or other communication shall be deemed to have been received:

13.2.1 If delivered personally, at the time of delivery;

13.2.2 in the case of registered first-class post, 48 hours from the time of posting;

13.2.3 In the case of fax, at the time of transmission; and

13.2.4 in the case of email, twelve hours after sending.

13.3 If deemed receipt under clause 13.2 occurs other than between the hours of 9am and 5pm (at the recipient's local time) on a Business Day, then the notice shall be deemed to be received at 9am on the next Business Day.

13.4 Any notice or other communication given under any clause that expressly excludes service of such notice by email (including without limitation Clause(s) 7 and 9) shall not be validly served if sent by email.

14 INTELLECTUAL PROPERTY

14.1 The Customer shall at all times retain ownership of its Intellectual Property Rights that existed prior to this Agreement and in the elements of any Bespoke Development created by SEAtS in the course of providing the System and Services for the Customer that may reasonably be viewed as specific to the Customer or regarded as Confidential Information as described at Clause 11 of this Agreement. SEAtS hereby expressly acknowledges the Customer's ownership of its Intellectual Property Rights and will do nothing inconsistent with such ownership and agrees not to use or permit such to be used by any person under its control without the prior written consent of the Customer.

14.2 Subject to clause 14.1, SEAtS shall retain ownership of all its Intellectual Property Rights in any materials that existed prior to this Agreement which it may provide or disclose in full or in part to the Customer in providing the System and the Services the Customer hereby expressly acknowledges SEAtS ownership of its Intellectual Property Rights and will do nothing inconsistent with such ownership.

15 MARKETING

Please note that, unless specified in writing otherwise, the Customer will agree to reasonable use of its name and visual representations for ongoing promotional purposes.

16 GENERAL

16.1 Assignment

Neither party shall without the prior written consent of the other party assign, transfer, charge or deal in any other manner with this Agreement or its rights under it or part of

it, or purport to do any of the same, nor sub-contract any or all of its obligations under this Agreement.

16.2 Subcontractors

SEAtS may use subcontractors as set out in the Scoping Document or as otherwise agreed by the Customer (such agreement not to be unreasonably withheld).

16.3 No Partnership or Agency

16.3.1 Nothing in this agreement is intended to or shall operate to create a partnership or joint venture of any kind between the parties or to authorise either party to act as agent for the other.

16.3.2 Neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

16.4 Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, negotiations and discussions between the parties relating to it. Save as expressly provided in this Agreement, no amendment or variation of this Agreement shall be effective unless in writing and signed by a duly authorised representative of each of the parties to it.

16.5 Freedom to Contract

The parties declare that they each have the right, power and authority and have taken all action necessary to execute and deliver, and to exercise their rights and perform their obligations under this Agreement.

16.6 Waiver

The failure of a party to exercise or enforce any right under this Agreement shall not be deemed to be a waiver of that right nor operate to bar the exercise or enforcement of it at any time or times thereafter.

16.7 Severability

16.7.1 If any provision of this agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

16.7.2 If any provision of this agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid and enforceable.

16.8 Rights of Third Parties

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

16.9 Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with English law and each party hereby irrevocably submits to the exclusive jurisdiction of the English Courts.

Schedule B - SEAtS Student Engagement and Attendance Service Definition

1 DESCRIPTION OF SERVICES

SEAtS Limited (trading as SEAtS Software for Higher Education) offers a suite of software services for online management of student engagement, retention and compliance. These include but are not limited to:

- Monitoring the recording of engagement and attendance
- Management and compliance reporting and analytics
- Student, Academic and Administrator Self Service
- Electronic Alerts and notifications
- Case management compliance
- Interfaces to other campus systems ("Service" or "Services")

The customer may use the Services for business use within its organisation. SEAtS also supply and commission data capture terminals that communicate with our services and are installed on the customer's premises. The customer may connect to the Services using any Internet browser on any device supported by the Services. The customer is responsible for obtaining access to the Internet and the equipment necessary to use the Services. The customer can create and edit content with The customer user account and if they choose to do so, publish and share such content.

2 MODIFICATION OF TERMS OF SERVICE

We may modify the Terms upon notice to The customer from time to time. The customer will be provided notice of any such modification by electronic mail or by publishing the changes on the website www.seatssoftware.com. The customer may terminate the customer use of the Services if the Terms are modified in a manner that substantially affects The customer rights in connection with use of the Services. The customer's continued use of the Service after notice of any change to the Terms will be deemed to be acceptance by the customer of the amended Terms.

3 CUSTOMER SIGN UP OBLIGATIONS

The customer may be required to sign up for a user account by providing all required information in order to access or use the Services. We recommend that The customer, and all other users from the customer organization, sign up for user accounts by providing the customer corporate contact information. In particular, we recommend that the customer use The customer corporate email address. The customer agree to: a) provide true, accurate, current and complete information as prompted by the sign up process; and b) maintain and promptly update the information provided during sign up to keep it true, accurate, current, and complete. If The customer provide any information that is untrue, inaccurate, outdated, or incomplete, or if SEAtS has reasonable grounds to suspect that such information is untrue, inaccurate, outdated, or incomplete, SEAtS may terminate the customer user account(s) and refuse current or future use of any or all of the Services.

4 PERSONAL INFORMATION & PRIVACY

Personal Information that the customer provides to SEAtS through the Service is governed by the SEAtS Privacy Policy detailed later in this document. The customer election to use the Service indicates customer acceptance of the terms of the SEAtS Privacy Policy. The customer and its agents are responsible for maintaining confidentiality of The customer username, password and other sensitive information. The customer are responsible for all activities that occur in The customer user account and The customer agree to inform us immediately of any unauthorized use of the customer user account by email to support@seatsoftware.com or by calling us at any of our support numbers. We are not responsible for any loss or damage to The customer or to any third party incurred as a result of any unauthorized access and/or use of the customer user accounts(s), or otherwise.

5 COMMUNICATIONS FROM SEATS

The Service may include certain communications from SEAtS, such as service announcements, administrative messages and newsletters. The customer understands that these communications shall be considered part of using the Services. As part of our policy to provide the customer total privacy, we also provide the customer with the option of opting out from receiving newsletters

from us. However, The customer will not be able to opt-out from receiving service announcements and administrative messages.

6 RESTRICTIONS ON USE

In addition to all other terms and conditions of this Agreement, The customer shall not: (i) transfer or otherwise make available to any third party the Services; (ii) provide any service based on the Services without prior written permission; (iii) use the third party links to sites without agreeing to their website terms & conditions; (iv) post links to third party sites or use their logo, company name, etc. without their prior written permission; or (v) use the Services for spamming and other illegal purposes.

7 ILLEGAL ACTIVITY

The customer agrees to be solely responsible for the contents of their transmissions through the Services. The customer agree not to use the Services for illegal purposes or for the transmission of material that is unlawful, defamatory, harassing, libelous, invasive of another's privacy, abusive, threatening, harmful, vulgar, pornographic, obscene, or is otherwise objectionable, offends religious sentiments, promotes racism, contains viruses, or that which infringes or may infringe intellectual property or other rights of another.

8 SUSPENSION AND TERMINATION

We may suspend The customer user account or temporarily disable access to whole or part of any Service in the event of any suspected illegal activity, extended periods of inactivity or requests by law enforcement or other government agencies. Objections to suspension or disabling of user accounts should be made to support@seatssoftware.com within thirty days of being notified about the suspension. We may terminate a suspended or disabled user account after thirty days. We will also terminate the customer user account(s) on The customer request. Termination of user account(s) will

include denial of access to all Services, deletion of information in the customer user account such as the customer e-mail address and password and deletion of all data in The customer user account.

9 DATA OWNERSHIP

We respect the customer's right to ownership of content created or stored by The customer. The customer own the content created or stored by the customer. Unless specifically permitted by the customer, use of the Services does not grant SEAtS the license to use, reproduce, adapt, modify, publish or distribute the content created by The customer or stored in The customer user account for SEAtS commercial, marketing or any similar purpose. But the customer does grant SEAtS permission to access, copy, distribute, store, transmit, reformat, publicly display and publicly perform the content of The customer user account solely as required for the purpose of providing the Services to The customer.

9.1 USER GENERATED CONTENT

The customer may transmit or publish content created by The customer using any of the Services or otherwise. However, The customer shall be solely responsible for such content and the consequences of its transmission or publication. Any content made public will be publicly accessible through the internet and may be crawled and indexed by search engines. The customer is responsible for ensuring that their employees do not accidentally make any private content publicly available.

Any content that The customer may receive from other users of the Services, is provided to The customer AS IS for The customer information and personal use only and The customer agree not to use, copy, reproduce, distribute, transmit, broadcast, display, sell, license or otherwise exploit such content for any purpose, without the express written consent of the person who owns the rights to such content. In the course of using any of the Services, if The customer come across any content with copyright notice(s) or any copy protection feature(s), The customer agree not to remove such copyright notice(s) or disable such copy protection feature(s) as the case may be. By making any copyrighted/copyrighable content available on any of the

Services The customer affirm that The customer have the consent, authorization or permission, as the case may be from every person who may claim any rights in such content to make such content available in such manner. Further, by making any content available in the manner aforementioned, The customer expressly agree that SEAtS will have the right to block access to or remove such content made available by The customer, if SEAtS receives complaints concerning any illegality or infringement of third party rights in such content. By using any of the Services and transmitting or publishing any content using such Service, The customer expressly consent to determination of questions of illegality or infringement of third party rights in such content by the agent designated by SEAtS for this purpose.

For procedure relating to complaints of illegality or infringement of third party rights in content transmitted or published using the Services please contact the SEAtS Support Team.

The confidentiality of all non-public information relating to Customer or its affiliates that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. The obligations as defined in this Section 8 shall survive the termination, for whatever reason, of the Agreement.

10 SECURITY PRACTICES, POLICIES AND INFRASTRUCTURE

SEAtS take security very seriously and have developed a comprehensive set of practices, technologies and policies with our data centre partners to help ensure The customer data is secure.

Outlined below are some of the mechanisms and processes we have implemented to help ensure that The customer data is protected. Our security practices are grouped in four different areas: Physical Security; Network Security; People Processes and Redundancy and Business Continuity.

10.1 Physical Security

Our datacentres are hosted in secure facilities in locations that are protected from physical and logical attacks.

- **7x24x 365 Securities.** The data centres that host the customer data are guarded seven days a week, 24 hours a day, each and every day of the year by private security guards.
- **Video Monitoring.** Each data centre is monitored 7x24x365 with night vision cameras.
- **Controlled Entrance.** Access to data centres is tightly restricted to a small group of pre-authorized personnel.
- **Two-Factor Authentication.** Two forms of authentication, including a proximity card, and security guard challenge must be used to enter data centres.
- **Undisclosed locations.** SEAtS servers are located inside generic-looking, undisclosed locations that make them less likely to be a target of an attack.

10.2 Network Security

Our network security team and infrastructure helps protect The customer data against the most sophisticated electronic attacks. The following is a subset of our network security practices. These are intentionally stated in a very general way to discourage attack. If The customer organization requires further detail on our network security, please contact us.

- **128/256-bit SSL.** The communication between the customer computer and our servers is encrypted using strong 128-bit keys. What this means is that even if the information traveling between the customer computer and our servers were to be intercepted, it would be nearly impossible for anyone to make any sense out of it.
- **IDS** Our network is firewalled and screened for intrusion detection.
- **Control and Audit.** All accesses are controlled and also audited.
- **Secured OS.** SEAtS applications run inside secured operating system environments engineered for security.
- **Virus Scanning.** Traffic coming into SEAtS Servers is automatically scanned for harmful viruses using state of the art virus scanning software which are updated regularly.

People Processes

Designing and running data centre infrastructure requires not just technology, but a disciplined approach to processes. This includes policies about escalation, management, knowledge sharing, risk, as well as the day to day operations.

- **Select Employees.** Only employees with the highest clearance have access to our data centre data. Employee access is logged and passwords are strictly regulated. We limit access to customer data to only a select few of these employees who need such access to provide support and troubleshooting on our customers' behalf.
- **Audits.** Audits are regularly performed and the whole process is reviewed by management
- **As-Needed Basis.** Accessing data centre information as well as customer data is done on an as-needed only basis, and only when approved by the customer (i.e. as part of a support incident), or by senior security management to provide support and maintenance.

10.3 Redundancy and Business Continuity

One of the fundamental philosophies of cloud computing is the acknowledgment and assumption that computer resources will at some point fail. We have designed our systems and infrastructure with that in mind.

- **Power Redundancy.** SEAtS configure its servers for power redundancy – from power supply to power delivery. UPS Redundancy is N+1.
- **Internet Redundancy.** Multiple Tier-3 ISPs. So if any one fails or experiences a delay, the customer can still reliably get to the customer applications and information.
- **Redundant Network Devices.** SEAtS runs on redundant network devices (switches, routers, security gateways) to avoid any single point of failure at any level on the internal network.
- **Redundant Cooling and Temperature.** Intense computing resources generate a lot of heat, and thus need to be cooled to guarantee a smooth operation. SEAtS servers are backed by N+1 redundant chilled water systems and temperature control systems.
- **Geo Mirroring.** Customer data can be mirrored in a separate geographic location for Disaster Recovery and Business Continuity purposes. Please note geo mirroring is only available on selected products and plans.
- **Fire Prevention.** The SEAtS data centres are guarded by industry-standard fire prevention and control systems.
- **Data Protection & Back-up.** User data is backed-up periodically across multiple servers, helping protect the data in the event of hardware failure or disaster.

10.4 Further Information

While we cannot list all the details of our infrastructure for security reasons, SEAtS security practices, policies and infrastructure are proven and reliable.

For more information about SEAtS and our Security please contact our support team.

11 PRIVACY POLICY

11.1 OVERVIEW

At SEAtS, we respect the customer need for online privacy and protect any Personal Information that the customer may share with us, in an appropriate manner. Our practice as regards use of the customer Personal Information is as set forth below in this Privacy Policy Statement. As a condition to use of SEAtS Services, The customer consent to the terms of the Privacy Policy Statement as it may be updated from time to time. In the event of a material change, we shall notify the customer via email or by means of a prominent notice on the website. This Privacy Policy Statement applies exclusively to www.seatssoftware.com

SEAtS Limited operates under the governance of European Data Protection. Our systems and processes are available for inspection by the relevant data protection authorities within our operating markets by appointment.

11.2 INFORMATION RECORDED AND IT'S USE.

During the registration Process for creating a user account, we typically request the customer name and email address. The customer will also be asked to provide/generate a unique username and a password, which will be used solely for the purpose of providing access to the customer user account. The customer name and email address will be used to inform the customer regarding new services, releases, upcoming events and changes in this Privacy Policy Statement.

11.3 Usage Details

The customer usage details such as time, frequency, duration and pattern of use, features used and the amount of storage used will be recorded by us in order to enhance the user experience of the SEAtS services and to help us provide the best possible service.

11.4 Contents of the User Account

We store and maintain employee data, time-sheet data, absence details, and other data stored in user account at our facilities. In order to prevent loss of data due to errors or system failures, we also keep backup copies of data including the contents of user account(s). Hence the customer files and data may remain on our servers even after deletion or termination of the customer user account for a period of time. We assure the customer that the contents of user account(s) will not be disclosed to anyone and will not be accessible even to employees of SEAtS except in circumstances specifically mentioned in this Privacy Policy Statement

and Terms of Services. We also do not process the contents of the customer user account for serving targeted advertisements.

11.5 Financial Information

In case of services requiring payment, we request payment account information, which will be used solely for processing payments.

11.6 Visitor Details

We use the Internet Protocol address, browser type, browser language, referring URL, files accessed, errors generated, time zone, operating system and other visitor details collected in our log files to analyse the trends, administer the website, track visitor's movements and to improve our products.

11.7 Links from our website

Some pages of our website may contain external links. The customer is advised to verify the privacy practices of such other websites. We are not responsible for the manner of use or misuse of information made available by the customer at such other websites. We encourage the customer not to provide personal information, without reviewing the Privacy Policy Statement of other websites.

11.8 Sharing Information

We may need to disclose Personal Information to our affiliates, service providers and business partners solely for the purpose of providing SEAtS Services to The customer. In such cases SEAtS will also ensure that such affiliates, service providers and business partners comply with this Privacy Policy Statement and adopt appropriate confidentiality and security measures. We will obtain customer's prior specific consent before we share or disclose Personal Information to any person outside SEAtS for any purpose that is not directly connected with providing SEAtS Services to the customer.

Please be aware that laws in various jurisdictions in which we operate may obligate us to disclose user information and the contents of the customer user account(s) to the local law enforcement authorities under a legal process or an enforceable government request. In addition, we may also disclose Personal Information and contents of the customer user account(s) to law enforcement authorities if such disclosure is determined to be necessary by SEAtS in our sole and absolute discretion for protecting the safety of our users, employees, or the general public.

11.9 Information Security

We apply industry appropriate data collection, storage and processing practices and security measures, as well as physical security measures to protect against unauthorized access, alteration, disclosure or destruction of The customer Personal Information, username, password, transaction information and data stored in The customer user account. Access to The customer name and email address is restricted to our employees who need to know such information in connection with providing SEAtS Services to The customer and are bound by confidentiality obligations.

11.10 Customer Options

The customer will be required to register for our SEAtS Services by providing Personal Information. If the customer chooses not to provide the customer Personal Information, we will be unable to provide the customer the SEAtS Services. We also provide The customer with the option of opting out from receiving mail from us; however, the customer will then not be able to receive email notifications of new services, releases, upcoming events and changes to the Privacy Policy Statement should The customer decide to opt-out of receiving all messages from SEAtS. In the event we decide to use customer Personal Information for any purpose other than as stated in this Privacy Policy Statement, we will offer an effective way to opt out of the use of Personal Information for those other purposes. The customer may opt out of receiving newsletters and other secondary messages from SEAtS by selecting the 'unsubscribe' function present in every message we send.

11.11 Accessing, Updating and Removing Personal Information

We provide users with access to their Personal Information. Users may correct, update or remove any such Personal Information either by accessing their user account or by contacting the SEAtS support team. Such changes may take up to 48 hours to take effect. We respond to all enquiries within 30 days.

11.12 Investigation of Illegal Activity

We may need to provide access to customer Personal Information and the contents of user account(s) to our employees and service providers for the purpose of investigating any suspected illegal activity or potential violation of the terms and conditions for use of SEAtS Services. However, SEAtS will ensure that such access is in compliance with this Privacy Policy Statement and subject to appropriate confidentiality and security measures.

11.13 Enforcement of Privacy Policy

We make every effort, including periodic reviews to ensure that Personal Information provided by the customer is used in conformity with this Privacy Policy Statement. If customers have any concerns regarding our adherence to this Privacy Policy Statement or the manner in which Personal Information is used for the purpose of providing SEAtS Services, please contact the SEAtS Support Team.

11.14 Notification of Changes

Any changes to the Privacy Policy Statement will be posted on our website in order to keep customers informed of any changes in nature of information collected, manner of collection, use and sharing of information. If at any point we decide to use Personal Information in a manner different from that stated at the time it was collected, we will notify The customer by email and provide The customer with the ability to opt out of these new uses unless The customer have opted out from receiving all email notifications from us. The customer will not receive email notification of minor changes to the Privacy Policy Statement.